

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 09-11-61420

HUD# 07-11-0877-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENT

REDACTED

REDACTED

REDACTED

REDACTED

COMPLAINANTS

REDACTED

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties: Complainants alleged Respondent REDACTED made discriminatory statements against them because of their familial status by stating, "Well, I don't allow children under the age of 16." Complainants also alleged Respondent REDACTED refused to rent to them because they have a seven-year old child in their household. Respondent owns and manages the subject property at REDACTED.

A complaint having been filed by Complainants against Respondent with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondent agrees there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondent acknowledges Federal and State Fair Housing Laws make it unlawful to refuse to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person. 42 U.S.C. 3604(a); Iowa Code § 216.8(1)(a).

3. Respondent acknowledges Federal and State Fair Housing Laws make it unlawful to directly or indirectly advertise, or in any other manner indicate or publicize that the purchase, rental, lease, assignment, or sublease of any real property or housing accommodation or any part, portion, or interest therein, by persons of any particular race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status is unwelcome, objectionable, not acceptable, or not solicited. 42 U.S.C. 3604(c); Iowa Code § 216.8(1)(c).

Voluntary and Full Settlement

4. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

5. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainants that any claims asserted in their complaint are not fully meritorious.

6. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

7. Respondent agrees the Commission may review compliance with this Agreement. And as part of such review, Respondent agrees the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

8. The parties agree the Commission may disclose the terms of this Agreement so long as the Commission does not disclose the identities of Respondents.

Release

9. Complainants hereby waive, release, and covenant not to sue Respondent with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondent of the promises and representations contained herein. Complainants agree any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Training

10. Respondent **REDACTED** agrees to receive training on the requirements of State and Federal Fair Housing Laws within 90 days of Respondents receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize the law regarding the prohibition of discrimination against families with children. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondent also agrees to send documentation to the Commission verifying the fair housing training has been completed to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

Relief for Complainant

11. Respondent agrees to pay Complainants \$900.00 less no deductions. Respondent agrees to make the check out to REDACTED, and send the check to Natalie Burnham at the Iowa Civil Rights Commission, Grimes State Office Building, 400 East 14th Street, Des Moines, Iowa 50319 within seven (7) days of Respondent's receipt of a Closing Letter from the Commission. The Commission will send the settlement check with a copy of the fully executed Predetermination Settlement Agreement to the Complainants.

_____	_____
REDACTED, RESPONDENT	Date

_____	_____
REDACTED, COMPLAINANT	Date

_____	_____
REDACTED, COMPLAINANT	Date

_____	_____
Beth Townsend, DIRECTOR	Date

IOWA CIVIL RIGHTS COMMISSION

Total Value to Complainants \$900.00